

City of Marlborough Department of Public Works



2023-2024 Winter Operations Program Application and Requirements For Contract Services and Equipment Rental

October 12, 2023

Contact Information:

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APPLICATION SUBMISSION CHECKLIST

The following items **MUST** be submitted with the application

- EQUIPMENT TYPE(S)
- OPERATOR LICENSE(S) (*PHOTO WITH OPERATOR'S NAME VISIBLE*)
- CERTIFICATE OF REGISTRATION(S)
- CERTIFICATE OF LIABILITY INSURANCE
 - \$1,000,000.00 AUTOMOBILE LIABILITY
 - \$1,000,000.00 BODILY LIABILITY
 - \$1,000,000.00 PROPERTY LIABILITY
- 2022-2023 WINTER APPLICATION PROGRAM APPLICATION
- GLOBAL POSITIONING SYSTEM (GPS) AGREEMENT
- OWNER-CONTRACTOR AGREEMENT
- CONTRACTOR W-9 FORM (*NEW CONTRACTORS ONLY*)

Applications will not be considered approved and/or accepted until ALL required documents are received.

APPLICATION & OPERATIONS REQUIREMENTS
CONTRACTOR INFORMATION

The CONTRACTOR shall complete all applicable sections.

Name: _____ (Individual/Firm Name)

Address: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: _____

***Automated Emergency Call Person:** _____

***Telephone #:** _____

Emergency Contact #1: _____ Mobile #: _____

Emergency Contact #1: _____ Mobile #: _____

Social Security/FID #: _____

EQUIPMENT

Equipment Type: _____ Year: _____ Make: _____

Model: _____ GVWR: _____ Reg. #: _____ Diesel: _____ 4WD: _____

Plow Size: _____ Power Reversible Plow: _____ Bucket Size: _____ (cubic yards)

Automatic Spreader Control _____ Spreader Size: _____ (cubic yards)

Liquid Size: _____ (gallon)

Equipment Type: _____ Year: _____ Make: _____

Model: _____ GVWR: _____ Reg. #: _____ Diesel: _____ 4WD: _____

Plow Size: _____ Power Reversible Plow: _____ Bucket Size: _____ (cubic yards)

Automatic Spreader Control _____ Spreader Size: _____ (cubic yards)

Liquid Size: _____ (gallon)

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Automatic Spreader Control _____ Spreader Size: _____ (cubic yards)

Liquid Size: _____ (gallon)

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Plow Size: _____ Power Reversible Plow: _____ Bucket Size: _____ (cubic yards)
Automatic Spreader Control _____ Spreader Size: _____ (cubic yards)
Liquid Size: _____ (gallon)

EQUIPMENT RATES

The CITY agrees to pay for the use of said equipment, which includes the operator, insurance, repairs, chains, fuel, oil, lubricants, and all other costs related to the operation of the equipment at the following hourly rates:

EARLY SIGN-UP INCENTIVE RATE

To qualify for the \$600.00 (per vehicle) Early Sign-up Incentive rate, all information must be completed, submitted, and approved by November 3, 2023 for all vehicles and equipment. The equipment must be present for 80% of the season events to receive the early sign-up payment. The early sign-up payment will be paid at the end of the season. The City will not pay an Early Sign-up Incentive Rate for salting operations.

PERFECT ATTENDANCE BONUS

The City of Marlborough will pay a \$1,500.00 perfect attendance bonus for each Skid Steer, Backhoe, Front End Loader, vehicle with GVWR greater than 18,100 lbs. and a \$750.00 perfect attendance bonus for all other pieces of equipment that report to every event when called. Subject vehicle(s) and/or equipment must be registered, insured and available, from the time of the first called event to take place. The City will not pay a perfect attending bonus for salting operations.

Plowing Equipment

	<u>Hourly Rate</u>
Skid Steer - 1,100 to 3,100 lb. GVWR	\$122.00
Skid Steer - 3,150 to 7,000 lb. GVWR	\$136.00
Skid Steer - > 7,100 lb. GVWR	\$150.00
Accessory - Snow Pusher Box (<i>if required</i>)	\$22.00
4x4 Backhoe - 1.25 - 2 CY bucket w/10' min. plow	\$184.00
4x4 Backhoe - 1.25 - 2 CY bucket w/11' plow	\$193.00
Accessory - Snow Push Box (<i>if required</i>)	\$12.00
Front End Loader - 3 to 5.99 CY. bucket w/11' min. plow	\$218.00
Front End Loader - 3 to 5.99 CY. bucket w/12' plow	\$231.00
Front End Loader - > 6 CY. bucket w/12' min. plow	\$238.00
Front End Loader w/ Snow Push Box (<i>if required</i>)	\$238.00
10 Wheel Dump Truck - > 50,100 lb. GVWR w/11' min. plow	\$213.00
Accessory - Wing Plow	\$36.00
6 Wheel Dump Truck -36,000 to 50,000 lb. GVWR w/10' min. plow	\$190.00
6 Wheel Dump Truck -36,000 to 50,000 lb. GVWR w/11' min. plow	\$204.00
6 Wheel Dump Truck -18,100 to 35,900 lb. GVWR w/10' min. plow	\$197.00
6 Wheel Dump Truck -11,000 to 18,000 lb. GVWR w/9' min.	\$156.00
Accessory - Wing Plow	\$36.00
4 WD Dump Truck (F-350 or equal) - 8,800 lb. GVWR w/9' min.	\$90.00

*Hourly rates will be \$5.00 less per hour as noted,
for units without power reversible plows per rate schedule.*

<u>Material Application Spreaders/Liquid Chemical Trucks</u>	<u>Hourly Rate</u>
Solid Materials - 2 to 5 CY	\$106.00
Solid Materials - 6 to 10 CY	\$132.00
Solid Materials - > 11 CY	\$159.00
<u>ADDITIONAL</u>	
Solid Materials - Units with certified calibrated closed loop ground speed control	\$5.00
Liquid Chemicals - 50 to 120 Gallons (when directed to use)	\$10.00
Liquid Chemicals - 150 to 300 Gallons (when directed to use)	\$12.00
Liquid Chemicals - Units with certified calibrated closed loop ground speed control	\$14.00

At this time, the City of Marlborough will only be contracting salt equipment that took part of the
2023-2024 Winter Operations Program only.

Snow Removal and/or Emergency Hauling

Front End Loader - 3 to 5.99 CY. Bucket	\$146.00
Front End Loader - > 6 CY. Bucket	\$176.00
Trailer Dump Truck	\$163.00
Tri-axel Dump Truck	\$136.00
10 Wheel Dump Truck	\$116.00
6 Wheel Dump Truck	\$98.00
Dozer - D-8-L min.	\$224.00

All closed loop liquid and/or solid material spreading equipment shall be calibrated for spreading accuracy within 30 days of contract commencement. Proof of calibration and inspection will be required prior to use. A list of approved calibration companies for closed loop controllers is provided in Attachment B.

All spreaders and tankers shall be equipped with automated synchronization (ground speed control) and adjustable controls in the cab of the truck. All spreaders must be capable of consistently dispensing material at 240 pounds per lane mile. All spreaders shall be equipped with operable pre-wetting units capable of applying between 8-20 gallons of liquid de-icing chemical per ton of material. All spreaders and direct liquid material spreaders shall be calibrated by the first operation and have certification of calibration. Venders that are notified that their equipment is not calibrated correctly, or pre-wetting unit is inoperable, will be allowed to finish their work shift, but will not be allowed to return until their equipment has been repaired/properly calibrated and re-inspected by the Department of Public Works. All equipment will be subject to inspection by the Department of Public Works at any time during the winter season.

Proper calibrated gate door height will be set and not modified while under contract. The gate door height is to remain at the set height for the winter season unless otherwise directed.

If spreading equipment size is not tagged and/or shown appropriately on CONTRACTOR'S equipment, the CITY will determine the appropriate size.

There will be no guarantee that contracted equipment will be called for every operation. All CONTRACTORS involved in salting operations are guaranteed a minimum of (4) four hours work per call out unless the storm operation changes and the CONTRACTOR'S are directed to convert to plow operations. This shall be construed and/or considered continuous work and included as part of the (4) four hour minimum. The same hold true for the opposite scenario when a contractor is called directly into a plow operation and then asked to sand immediately after the plowing event. There is no four-hour minimum adjustment given the continuous hours worked for this department. Venders that arrive after 60 minutes from being called will be considered late and will not be guaranteed the four-hour minimum compensation. Venders that repeatedly arrive after 60 minutes may be considered overdue and replaced at the discretion of the Street Department, General Foreman or his/her designee. Payment will not be rendered until an invoice with your company's letter head, i.e. name of company, mailing address, telephone number, e-mail address and appurtenant information as it relates to the storm event has been submitted to the Public Works Dispatch, via email at (DPW-Dispatch@marlborough-ma.gov) for approval.

Equipment must show up within a maximum of one hour from the time called in for Winter Operations. An allowance of up to (60) minutes will be made to accommodate CONTRACTORS whose equipment has broken down and are making a good faith effort to repair during a plowing operation. Should the equipment prove beyond immediate repair, it will be removed from service. If the equipment *No parts or service will be provided by the CITY.*

FUEL ADJUSTMENT (Attachment A)

The cost of fuel will be adjusted on based on the monthly cost of fuel and the base rate (August 2023) as shown in Attachment A, Fuel Adjustment Worksheet. Rates will be adjusted monthly based on the price of diesel fuel for the as published by MassDOT. Any fuel adjustments will be paid at the end of the season.

GLOBAL POSITIONING EQUIPMENT (Attachment C)

The City of Marlborough, at its discretion, will issue GPS to any contracted vender participating in this Snow & Ice Program Agreement. The GPS equipment will be utilized to track vehicle location as a means to increase safety, evaluate route location and completion, monitor material usage and

redeploy or dispatch equipment as needed. The City will shall provide the Vender, under separate Agreement (Attachment C, Global Positioning System Agreement), the terms and conditions of the operational use and maintenance responsibility for said GPS Equipment. The GPS Agreement shall be incorporated within and made part of this Snow & Ice Program Agreement. GPS equipment MUST be kept operational with each vehicle the entire time while under contract with the CITY. Each piece of equipment will be assigned a unique monitoring device that will be powered by the 12V adaptor. This device is to remain powered at all times. Venders that are notified that their equipment is not operational will be allowed to make such repairs. If GPS equipment is intentionally not functioning, venders will be allowed to finish their work shift and not be allowed to return until ratification has been made by the CITY. Damage/Loss of Global Positioning System equipment may lead to final pay reduction. Unit shall be returned by March 1, 2024 to the Department of Public Works, prior to incentives and/or bonuses being processed.

AUTOMATED EMERGENCY CALL RESPONSE

The City of Marlborough will utilize an automated call for ALL emergency operations. The emergency contact information provided will be included into our automatic call directory and dispatched as to the desired emergency needed. Calls are required to be responded to for the recommended emergency by means of mobile text. Venders need to reply to the emergency call with the following response provided below;

Text "1"	Vender will be available IN FULL for such emergency
Text "2"	Vender will not be available for such emergency

*If a piece of equipment is **not available**, the unavailable piece shall be listed in the response.*

PAYMENT/BILLING POLICIES AND PROCEDURES

The CITY will pay the CONTRACTOR from the **time they actually punch the time clock at the DPW garage**. It shall be the responsibility of the CONTRACTOR, to ensure that each piece of his/her equipment is logged in and logged out at the DPW Operations Center, that he/she has signed a Contractor Time Sheet and that this sheet has been approved and signed by a CITY representative. In addition to the Contractor Time Sheet, the Contractor must submit an original contractor invoice to the Department of Public Works Dispatch, via email at (DPW-Dispatch@marlborough-ma.gov). ***Please note, each storm event must be invoiced separately and/or submitted independent of other storm events to this department for payment.*** The Contractor Time Sheet along with an original invoice shall be used to determine the hours for which the CONTRACTOR will be paid. Please note original contractor invoice must be submitted after each storm event, it must include the date(s) of the event worked and his or her city assigned window sticker number for each piece of equipment invoiced.

Payment shall be made within thirty (30) days of the submittal of a correct invoice for work performed, unless otherwise agreed upon in writing and duly authorized by both parties. Payments may only be made in accordance with the CITY's bill paying policy issued by the City Auditor and after delivery and acceptance of services in accordance with M.G.L. c.41, §56, provided that payment periods listed in a contract of less than thirty (30) days from the date of receipt of an invoice shall be effective only to enable the CITY to take advantage of early payment incentives. This Contract is subject to appropriation and is subject to and governed by M.G.L. Chapter 44, Section 31D.

EQUIPMENT SPECIFICATIONS

The equipment furnished under this Contract shall be in accordance with the CITY's specifications for its type and intended use and shall fully comply with any and all applicable motor vehicle laws of the Commonwealth of Massachusetts and Federal Department of Transportation.

The CONTRACTOR warrants that the equipment hired under this Contract is in first class condition and fit for its intended use and shall be kept in such condition and fitness for the term of this Contract. Each piece of equipment furnished under this Contract may be inspected by the CITY prior to or concurrent with the execution of this Contract. All equipment shall be in excellent condition, smooth running at operating levels, clean inside, outside and under the hood, with evidence of proper maintenance and have chains available. The CITY reserves the right to reject any equipment older than 12 years. The CITY further reserves the right to reject any piece of equipment that does not pass CITY inspection and comply fully with these equipment specifications at any time during the term of this Contract. All determinations of the condition and/or the suitability of equipment for use under this Contract shall be made solely by the CITY and the decision shall be final. In the event the equipment being used by the CONTRACTOR under this Contract suffers a breakdown or fails at any time to meet the approval of the CITY, the CITY shall have the right to order such equipment off the job. The CONTRACTOR shall have the opportunity to furnish appropriate replacement equipment within a sixty (60) minute time period after such order. Provided the replacement equipment was previously approved.

The CITY will issue a window sticker and/or decal for each piece of hired equipment. The window sticker will be numbered and identify the CONTRACTOR's equipment as CITY-hired equipment. The window sticker shall be affixed to the driver's side window and shall remain so-affixed at all times while the equipment is in the employ of the CITY.

The calibration of hired equipment with material spreaders shall be performed annually. Calibration is required to ensure that the unit is operating within the manufacturer's specified tolerances and that the dispensing rates are set according to CITY's standards. All Spreader doors shall be open no greater than 3-inches or as directed by the CITY. The contractor shall furnish a copy of the certificate of calibration to the CITY. All trucks used for plowing shall carry ballast as directed by CITY.

All vehicles must be equipped with proper emergency lighting and it must be used during all operations.

EQUIPMENT REGISTRATION / OPERATOR LICENSES

The CONTRACTOR agrees that the equipment hired under this Contract shall be legally registered in Massachusetts, and that such registration shall be kept current during the term of this Contract. The CONTRACTOR further agrees and warrants that each of the operators shall have a valid and current Operators License for the equipment he or she will operate, and that such licenses shall be kept current during the term of this Contract. Each vehicle must have a valid Massachusetts Inspection sticker and keep current and/or up to date during the term of this Contract. "Repair" plates, "Dealer" plates, and "Farm" plates are NOT ALLOWED.

The CONTRACTOR shall provide a photocopy to the CITY of a current Massachusetts State Registration for each piece of equipment hired under this Contract. Failure to keep equipment properly registered will terminate this Contract relative to that unregistered equipment.

The CONTRACTOR shall provide a photocopy to the CITY of a current and valid Massachusetts Operator's License and DOT qualified Medical Card for each and every new or current operator of equipment hired under this Contract. The CONTRACTOR shall be responsible for insuring that each operator has the appropriate license for the type and class of equipment he/she will be operating.

Failure to insure that operators' licenses are current, valid and appropriate for the equipment being operated is grounds for termination of this Contract. Such failure may, if an operator with a license that is not current, valid or appropriate for the equipment operated causes any damage, result in civil action.

CONTRACTOR is hereby advised that the Federal Highway Administration has regulations requiring an alcohol and drug testing program. The CITY strongly urges you to review the regulations which are cited as 49 Code of Federal Regulations Part 382. The signatory to this Contract, by signing it or accepting payment for services rendered under it, is guaranteeing the CITY that the CONTRACTOR has an alcohol and drug testing program as required.

PERFORMANCE REQUIREMENTS

The City of Marlborough Department of Public Works, Dispatch, Foreman or Electronic Telephone Service shall notify all hired equipment involved in our winter operations and/or emergency storm event via phone call. Contractors are required to provide a primary contact phone number for the Electronic Telephone Service system. The Electronic Telephone Service will require a reply response feature to provide the City of Marlborough with notification of who is available for the operation. Failure to respond to our emergency call request shall be considered a "no show" and shall result in this department replacing and/or backfilling route(s) with another eligible hired equipment contractor for the storm event in question. A second offense will terminate this Contract and jeopardize your eligibility and/or consideration as a CONTRACTOR for next year's winter operations.

The CONTRACTOR AND/OR THEIR OPERATOR(S) shall furnish and are required to carry a cellular telephone. Each operator must understand and speak English. It shall be the responsibility of the CONTRACTOR to notify the CITY of any number changes.

CONTRACTORS shall report to the CITY's Foreman after being called in to work. CONTRACTORS, without exception, will report fully loaded with fuel.

Every effort shall be made to utilize all spare/unassigned equipment on a rotational basis by size and category as dictated by storm conditions, with consideration given to responsiveness, condition of equipment and the vendor's knowledge of assigned routes.

Should the CITY notify the CONTRACTOR that any CONTRACTOR's employee is in any way a detriment to the satisfactory performance of the services under this Contract, the CONTRACTOR agrees that such employee(s) shall immediately be ordered off the job and thereafter shall not be permitted to engage in any part of such services. The CONTRACTOR shall have the opportunity to replace such employee(s) within a sixty (60) minute time period after such order.

All CONTRACTORS must report back to their Foreman before release and any material remaining must be spun off and placed in storage at the DPW. The hopper body of all hired spreaders shall be visually inspected as a check to ensure no material is remaining. All Foremen shall be charged with keeping precise records of CONTRACTOR's time including time called, reporting time and time dismissed.

All vehicle operators shall be allowed a 15 minute paid break every four hours and a 30 minute paid break every eight hours, for a total of 45 minutes every eight hours.

SNOW PLOWING REQUIREMENTS

The CITY will furnish a zone and/or route map(s) for the area or streets to be plowed. The CITY may also furnish a sequence of plowing which must be adhered to.

The minimum general standard for acceptable work shall be for the CONTRACTOR to plow snow to the maximum extent possible to the side of the street, leaving no windrows in intersections.

All streets are to be plowed with a center pass in and out until each of the streets assigned to you have been opened for emergency response. Once this has been achieved, all streets shall be plowed the full width of pavement from the center of the roadway to the curbing and/or edge of pavement.

Intersections and curb radii shall be properly cleared, with no residual snow left remaining in intersections and/or within 50 feet of the intersection. Intersections are to be plowed (as mentioned above) maintaining the same windrow/uniformly consistent with all tangent runs by bring the snow around the radii and avoid any piling/accumulation at intersections.

Plowing shall be at a speed that is just sufficient to move the snow, not to exceed 25 M.P.H.

Plowing shall be with a loose hoisting chain/cable so plow rides on cutting edge.

Equipment shall remain off private property while working for this department not turn around in private driveways.

One-way streets shall be plowed to each curb or edge of pavement. The right side of the center line shall be plowed to the right side and the left side of the center line plowed to the left side. At no time shall a one-way street be plowed the wrong way against the traffic pattern.

If a street is blocked, every effort shall be made to bypass the blockage. If unable to bypass the blockage, the operator shall immediately notify the CITY.

Snow shall not be pushed into the end of dead end streets (excluding cul-de-sacs). Rather, near the end of a dead end, the operator shall pick up the plow blade, proceed to the end of the street, drop the blade and pull the snow back from the end of the street far enough that the operator can then turn around and push the snow out from the end of the street.

During operations stop for pedestrians and take special care regarding: mailboxes, signposts, fire hydrants, guardrails, fences, cul-de-sacs, steep grades and dead ends. Avoid backing-up. If backing-up is required use extreme caution. For all emergency issues and/or concerns CONTRACTOR is directed to notify (911 and/or foreman/dispatch).

CONTRACTOR'S INDEMNIFICATION

The CONTRACTOR is required to the maximum extent permitted by law, indemnify and save harmless, the CITY, its officers, agents, volunteers, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the CONTRACTOR, its employees, agents, subcontractors or material men. The existence of insurance shall in no way limit the scope of this indemnification. The CONTRACTOR further agrees to reimburse the CITY for damage to its property caused by the CONTRACTOR, its employees, agents, subcontractors or material men, including damage caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the CITY's gross negligence or willful misconduct.

INSURANCE REQUIREMENTS

Prior to the execution of this Contract, and within ten (10) days of any policy renewal, the CONTRACTOR shall furnish the CITY with a Certificate(s) of Insurance, issued by a company satisfactory to the CITY, specifying the types and limits of insurance required herein. Insurance coverage shall be required for the entire term of this Contract.

Automobile Liability: The Certificate(s) of Insurance shall provide evidence of Automobile Liability coverage of \$1,000,000 C.S.L. (Combined Single Limit), including coverage for owned, hired or borrowed autos:

Bodily Injury	\$1,000,000.00	each person/per accident
Property Damage	\$1,000,000.00	each occurrence/accident

All liability policies of insurance required shall name the City of Marlborough as an “additional insured.” Each policy shall be in the amounts specified above. Any lack of insurance will not release the Contractor or Subcontractor from its responsibility to indemnify the Awarding Authority.

ALL policies shall provide a hold harmless clause which holds the City of Marlborough harmless from any liability associated with the acts of the insured or their employees. All policies shall be written that the Owner will be notified in writing of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Said coverage shall be provided for all equipment included in this Contract.

If found to be Operator negligent, the CONTRACTOR agrees to be responsible for the repair or replacement for any damages done by his/her equipment to any lawn, fence, curbing, berm, street signage or any other public or personal property damage as a result of operation of his/her equipment under this Contract. Such repair or replacement shall be done to the satisfaction of the CITY.

NON-DEBARMENT CERTIFICATION

Pursuant to M.G.L. c. 152, §25C (10), by signing this contract, I certify under penalties of perjury that, I am not presently debarred from bidding or contracting with any state or municipal agency in the commonwealth under the provisions of Chapter 152 (Worker’s Compensation Law) , Chapter 29, §29F or any other applicable debarment provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder.

RIGHTS OF THE CITY

This Contract may be terminated upon one (1) day's notice by the CITY to the CONTRACTOR, and will in no case continue for any stated period other than the term set forth in this Contract. The CITY shall have the right to terminate this Contract in the sole determination of the CITY, the CONTRACTOR:

- Fails to respond and/or show up for emergency storm event when requested by the CITY.
- Abandons the work to be performed under this Contract.
- Assigns this Contract to another without CITY consent.
- Unnecessarily or unreasonably delays any of the work to be performed under this Contract.
- Fails to furnish licensed operators.
- Disregards the instructions of the CITY.
- Fails to perform properly on any zone or route.
- Plows or performs any other work on private areas, e.g., driveways, parking lots, etc., other than those assigned by the CITY during those hours employed by the city.
- Otherwise been guilty of any substantial violation of any provision of this Contract.
- Any violation of the laws of the State/Federal/DOT, including but not limited to, the Conflict of Interest statute as defined by MGL C. 268 A.

APPLICATION AND REQUIREMENT DEADLINES

In order to secure a plow route and/or be involved in the City of Marlborough's for the 2023-2024 Winter Operations Program the CONTRACTOR must complete, sign, submit one completed original City of Marlborough 2023-2024 Winter Operations Program Application.

IN WITNESS WHEREOF, the CONTRACTOR, by the proper duly authorized person or persons, and the CITY, by all being hereunder duly authorized, hereunto set their hands and seals.

By: _____ (Signature of Contractor) _____ (Date)

(Print Name & Title of Person Signing Application)

CITY OF MARLBOROUGH



OWNER-CONTRACTOR AGREEMENT
AND
CONTRACT DOCUMENTS
FOR
2023-2024 WINTER OPERATIONS PROGRAM

This Agreement made on this _____ day of _____, 2023 by and between the City of Marlborough as the awarding authority, a municipal corporation within said County of Middlesex, through its Department of Public Works-Operations Division (DPW) located at 135 Neil Street, Marlborough, MA 01752, (hereinafter called the "City"), and _____, a corporation, partnership, individual organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at _____ (hereinafter called the "Contractor").

W I T N E S S E T H, that the City and the Contractor, for the Consideration hereinunder named, agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall, pursuant to this Agreement, perform all Contract Services and provide all Equipment Rental required by the Contract Documents for the **2023-2024 Winter Operations Program** (hereinafter called the "Program") in the City of Marlborough, Massachusetts, and to accomplish any and all services incidental thereto in accordance with the Program requirements incorporated herein by reference and attached hereto as "Exhibit A".

ARTICLE 2. TERM: The term for this Agreement commences on the date of this Agreement set forth above, and, unless sooner terminated, ends on **June 30, 2024**. The Contractor shall commence work under this Agreement at the direction of the DPW on an as needed basis in accordance with all terms and conditions of the contract set forth in the attached Program requirements.

ARTICLE 3. PAYMENT: The City shall pay the Contractor for the performance of the Services on an as needed basis, subject to the equipment rates specified in the attached Program requirements.

ARTICLE 4. PANDEMIC, DISASTER OR EMERGENCY PERFORMANCE: In the event of a serious emergency, pandemic or disaster outside the control of the City, the City may negotiate emergency performance from the Contractor to address the immediate needs of the City even if not contemplated under the original Agreement or procurement shall be included for the one-year term commencing on the date of this Agreement and/or until a new Agreement has been issued for the next winter operations season. Payments made are subject to appropriation and other payment terms.

ARTICLE 5. NOTICE:

5.1 Wherever in this Agreement the Contractor is to give or receive a notice, _____ shall be the Contractor's agent for such purpose. *(name to be inserted)*

5.2 Wherever in the Contract Documents the City is to give or receive a notice, **Theodore L. Scott, Assistant Commissioner-Operations, Department of Public Works, 135 Neil Street, Marlborough, MA 01752** shall be the City's agent for such purpose.

ARTICLE 6. INDEPENDENT CONTRACTOR: Contractor is an independent contractor, not the City's employee. Contractor's employees or contract personnel are not the City's employees. City shall only have the right to insure performance of the services under the Agreement. Contractor, not the City, shall be liable for the payment of wages, benefits and all taxes with respect thereto, and Contractor shall comply with all applicable federal, state and local laws, regulations, codes, rules and ordinances with respect to (a) hiring, employment, compensation, health and safety of employees and (b) the Program environment.

ARTICLE 7. NO SUBCONTRACTING OR ASSIGNMENT BY CONTRACTOR: Contractor shall not engage subcontractors to perform services under the Program without the City's prior written consent. This is a personal service contract with Contractor, and as such, not assignable by Contractor.

ARTICLE 8. INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall, to the maximum extent permitted by law, indemnify and save harmless, the CITY, its officers, agents, volunteers, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the services being performed or to be performed by the CONTRACTOR, its employees, agents, subcontractors or material men. The existence of insurance shall in no way limit the scope of this indemnification. The CONTRACTOR further agrees to reimburse the CITY for damage to its property caused by the CONTRACTOR, its employees, agents, subcontractors or material men, including damage caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the CITY's gross negligence or willful misconduct. The Contractor shall provide a Certificate of Insurance in the limits specified by the contract documents including the City as a named additional insured on all liability policies which shall be attached hereto as Exhibit "B".

ARTICLE 9. WORKER DOCUMENTATION CERTIFICATION: In accordance with MGL c. 149, § 19C, the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this Agreement; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

ARTICLE 10. CERTIFICATIONS:

10.1 TAX COMPLIANCE (M.G.L. c. 62C, §49A)

Pursuant to M.G.L. c. 62C, §49A, as amended, the individual signing this Agreement on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and believe, the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

10.2 UNEMPLOYMENT CONTRIBUTIONS (M.G.L. c. 151A, §19A)

Pursuant to M.G.L. c. 151A, §19A, as amended, the individual signing this Agreement on behalf of the Contactor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and believe, the Contractor has complied with all state laws relating to contributions and payments in lieu of contributions.

ARTICLE 11. CONFLICT OF INTEREST: The Contractor warrants, that he/she or his/her employees, agents, officers, directors or trustees have not offered or attempted to offer anything of value to any employee of the City in connection with the award of the Contract. The Contractor further warrants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of the Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority. Violation of this Article shall be material breach of this Agreement, subjecting the Contractor to sanctions, including but not limited to withholding payments or termination without regard to any enforcement activities undertaken or completed by any enforcement agency.

ARTICLE 12. GOVERNING LAW: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Contractor and the City have caused this instrument to be executed under seal on the day and year first above written.

CONTRACTOR BY:

[INSERT NAME OF COMPANY]

Name: _____

Title: _____

Date: _____

**CITY OF MARLBOROUGH BY ITS
DEPARTMENT OF PUBLIC WORKS:**

Name: Theodore L. Scott

Title: Assistant Commissioner-Operations

Date: _____

EXHIBITS ATTACHED:

Exhibit A: Winter Operations Program Application & Requirements

Exhibit B: Certificate of Insurance

Exhibit C: Certificate of Vote, if applicable

[] Contractor

[] Department

[] Auditor/CPO

ATTACHMENT C

GLOBAL POSITIONING SYSTEM (GPS) AGREEMENT

_____, Registered Owner/Lessee as referred to in the snow and ice agreement with City of Marlborough, in consideration of payment for snow and ice removal services shall be issued GPS equipment and agrees to the terms and conditions set forth below.

1. Owner/Lessee shall at all times, when assigned to snow and ice removal operations, log-in and maintain the GPS equipment in any vehicle used for the operation of snow and ice control. Said equipment shall be attached and operational within the vehicles (site approved by DPW) during Snow and Ice operations.
2. The Owner/Lessee hereby acknowledges his understanding that failure to follow the terms and conditions for the operation of the GPS equipment may result in forfeiture contract with the CITY. All GPS equipment failures must be reported to a City of Marlborough Snow and Ice Supervisor in charge immediately.
3. Owner/Lessee acknowledges that a dual DC/Cigarette Lighter adaptor (positive ground truck) for purposes of charging GPS equipment using the vehicle charging system during hours of operations will be provided and become part of operational GPS equipment.

OWNER'S/LESSEE SIGNATURE

Signature of Contractor

Company Name

Date: _____

Telephone No: _____